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Collective Bargaining Agreements

6-7-1970

Loblaw, Inc. and Amalgamated Meat Cutters, Butcher Workmen Local 1

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Loblaw, Inc. and Amalgamated Meat Cutters, Butcher Workmen Local 1

Location

Utica, NY

Effective Date

6-7-1970

Expiration Date

6-10-1973

Number of Workers

1900

Employer

Loblaw, Inc.

Union

Amalgamated Meat Cutters, Butcher Workmen and Affiliated Crafts of North America

Union Local

1

NAICS

44

Sector

P

Item ID

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SEP 1

1970 - CO.

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AGREEMENT

CONFIDENTIAL

This AGREEMENT is made by and between LOBLAW INC., a domestic corporation organized under the laws of the State of New York (hereinafter known as the "Company") party of the first part and the Amalgamated Meat Cutters, Butcher Workmen and Affiliated Crafts of North America, District Union Local #1, affiliated with the AFL-CIO (hereinafter known as the "Union") party of the second part.

PREAMBLE

WHEREAS, the above parties desire to maintain harmonious relations, to agree upon wage rates, standards and conditions of employment, to eliminate strikes, lock-outs, boycotts, stoppages of work and other forms of industrial disturbances with a view of establishing ways and means for collective bargaining and for arbitration of grievances and disputes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Company and the Union, acting through their duly authorized representatives hereby agree as follows:

INDEX (Attached)

ARTICLE I

Successors & Assigns

This Agreement shall be binding upon the Company and its successors and assigns and, no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, or any other disposition of the Company or by any change to any other form of business organization or by any change, geographical or otherwise, in the location of the Company. The Company agrees that it will not conclude any of the above transactions unless an Agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof regardless of any change of any kind in management, location, form of business organization or ownership.

NOT FOR PUBLIC INFORMATION

ARTICLE I - SUCCESSORS & ASSIGNS - Cont'd.

In the event that the Company shall fail to require any successor, or assignee to assume the obligations of this Agreement, the Company shall continue to be liable for all of the obligations on its part to be performed until the expiration of this Agreement.

ARTICLE II

Recognition & Jurisdiction

- A. The Company recognizes the Union as the exclusive bargaining agent for all employees covered by this Agreement.
- B. THE TERMS OF THIS AGREEMENT SHALL BE APPLICABLE TO ALL STORE EMPLOYEES, EXCEPT STORE MANAGERS AND CO-MANAGERS AND OTHER SUPERVISORS AS DEFINED IN THE ACT, IN THE COMPANY'S STORES OPERATED IN TOWNS, CITIES, AND COUNTIES IN THE STATE OF NEW YORK LISTED IN APPENDIX "A".
- C. THE COMPANY FURTHER AGREES THAT IF IT SHOULD ESTABLISH A NEW STORE OR STORES WITHIN THE GEOGRAPHICAL DESCRIPTION AS OUTLINED IN "B" ABOVE, THAT AS OF THE TIME SUCH STORE OR STORES ARE ESTABLISHED, THIS AGREEMENT SHALL APPLY TO THE EMPLOYEES OF SUCH STORES, EXCLUDING THE STORE MANAGER, THE CO-MANAGER (IF ANY) AND OTHER SUPERVISORS AS DEFINED IN THE ACT.
- D. THE COMPANY SHALL HAVE THE RIGHT TO DESIGNATE CO-MANAGERS IN ANY STORES WITHOUT RESTRICTION, PROVIDED THE CLASSIFICATION IS NOT USED TO "ERODE" THE CLASSIFICATION OF ASSISTANT STORE MANAGER. A CO-MANAGER MAY OR MAY NOT BE A MEMBER OF THE UNION.
- E. The Company shall provide the Union with a list of all stores, locations, etc. covered by this Agreement. This list shall be supplemented whenever necessary, as a result of new store openings, store closings or changes in store locations.

ARTICLE III

Management Rights

- A. The management of the business in all its phases and details and the direction of the working forces, including the right to hire or discharge for proper cause, and the right to relieve employees from their work because of lack of work or for other proper reason, is vested solely in the Company.

ARTICLE III - MANAGEMENT RIGHTS - Cont'd.

Such right will not be used for the purpose of discrimination against a member of the Union. Further, this provision shall not be construed wherein the Union's rights are denied under the terms of this Agreement and/or of the Grievance and Arbitration procedure. E7-12
4

B. The Company shall be permitted to train employees selected by him in any store department. It shall be understood that the employee who is in training for a managerial, supervisory or executive position with the Company, shall be a member of the Union and shall be permitted to perform any store operation or work that the Company shall designate. Not more than five (5) such trainees will be used at one time in the bargaining unit and they shall not displace any member of the bargaining unit.

ARTICLE IV

Union Security Clause

A. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing, and those who are not members on the date on which this Agreement is signed shall, on the thirtieth (30th) day following the date on which this Agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed, shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union. Good standing shall be defined as the payment or tender of Initiation Fees, Assessments and/or Union dues. A41-42
01

B. Any employee who is expelled or suspended from the Union because of non-payment of initiation fees and dues (including such other obligations to the Union, failure to pay which would make an employee subject to discharge under the Labor-Management Relations Act, 1947) shall be subject to dismissal after notification in writing to the Company by the Union provided, however, that the employee may have a reasonable time within which to make such payments of initiation fees, dues, fines and assessments, the failure of payment of which has caused the expulsion or suspension. A43-44
04

ARTICLE V.

Union Check-off

A. Upon receipt of proper written authorization from an employe, the Company agrees to deduct from the wages of said employe, and to forward to the General Office of the Union each week, dues, assessments, fines and initiation fees as listed by the Union in duplicate schedules, which shall be furnished to the Company. It is understood that any authorization for payroll deduction shall be voluntary on the part of the employe and may be cancelled at yearly intervals or at the termination date of this Agreement, whichever occurs first. A43-44
04

B. The Union agrees to indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article, except for the failure of the Company to forward to the Union, check-off dues and initiation fees as provided in this Article.

ARTICLE VI

Job Classifications

A. MEAT DEPARTMENT HEAD - the Meat Department Head is in charge of the Meat and Fish Departments in the store and has the knowledge and ability to operate the department to the satisfaction of the management. Duties include supervision of the department personnel, ordering of merchandise, service to customers, and the operation of the department in accordance with the Company's merchandising policy. B43-43
01

B. FIRST MEAT CUTTER - First Meat Cutter is a Journeyman Meat Cutter who normally replaces the Meat Department Head during lunch periods, days off, vacations and emergencies requiring time off by the Meat Department Head.

C. JOURNEYMAN MEAT CUTTER - A skilled butcher workman who has either served a complete apprenticeship in his trade or has developed equivalent ability by practical experience, and is capable of cutting and preparing meat in forms acceptable to the retail trade and in a manner that will yield the maximum of profitable cuts from a carcass. He must also be proficient in waiting on customers and have the knowledge and ability to perform the general detailed tasks in a Meat and Fish Department.

ARTICLE VI - JOB CLASSIFICATIONS - Cont'd.

D. FULL TIME COUNTER CLERK - Individual having the knowledge and ability to trim display cases and otherwise to attractively present merchandise for sale, to wait on customers, prepare fish for sale either by cleaning, filleting or other customary means, and in the case of meat, to trim and otherwise prepare for customers. No Counter Clerk may be employed in a 100% self-service market.

E. APPRENTICE MEAT CUTTER - Every market may employ one (1) Apprentice Meat Cutter, 16 years of age or over, and one (1) additional Apprentice Meat Cutter for every three (3) Journeyman Meat Cutters or Counter Men thereof. A Meat Department Head is considered a Journeyman for the purpose of this provision. After serving two (2) years apprenticeship, the Apprentice Meat Cutter shall be classified as a Journeyman Meat Cutter and shall receive the prevailing rate of pay. He shall receive credit for all time served under each employer. Whenever possible, Checker-Receiver-Stockers will be given the first preference to train as Apprentice Meat Cutters. The Company shall make the final selection, however, and the employee selected will be paid the starting rate for Apprentice Meat Cutter.

F. ASSISTANT STORE MANAGER - The employee designated as an Assistant Store Manager is one who normally replaces the Store Manager or Co-Manager during lunch periods, days off, vacations and emergencies requiring time off by the Store Manager.

G. PRODUCE DEPARTMENT HEAD - The employee designated as the Produce Department Head shall be responsible for the efficient operation of the Produce Department.

H. HEAD CASHIER - A Head Cashier in a self-service store is one who can supervise and/or perform all the functions of the checkout operation to the satisfaction of the Company and/or any other duties requested by the Company. This includes the proper checking out of merchandise, handling of all money, balancing of registers, and seeing to it that all persons involved in the checkout operation perform their duties in the proper manner, and that all customers are given proper service. The Head Cashier must also be qualified to keep operating records and reports and handle such other bookkeeping or personnel functions that the Company may direct.

I. FULL TIME CHECKER-WRAPPER-STOCKER - A full time Checker-Wrapper-Stocker is an employee whose primary duties are performed at the check-out counter, cash register or wrapping room.

ARTICLE VI - JOB CLASSIFICATIONS - Cont'd

When not so engaged, such employees will perform any other duties, as assigned by the store management, within their capabilities.

J. FULL TIME CHECKER-RECEIVER-STOCKER - A full time Checker-Receiver-Stocker is an employee whose primary duties are performed in the store wareroom, unloading trucks, stocking the sales area, and at the check-out counter and cash register. When not so engaged, such employees will perform any other duties, as assigned by store management within their capabilities.

K. PART TIME EMPLOYEE - An employee (meat or grocery) who is scheduled to work thirty (30) hours or less per week.

L. NIGHT SHIFT EMPLOYES

1) NIGHT STOCKER - A Night Stocker is an employee who begins his daily shift at or after the store closing hour and completes his shift at or before the store opening hour. They will not be permitted to perform any work during their shift that would conflict with the skilled duties of a Journeyman Meat Cutter and Meat Cutter Apprentice. ALL FULL TIME AND PART TIME NIGHT STOCKERS AS DEFINED ABOVE SHALL RECEIVE A PREMIUM OF TWENTY-FIVE (25¢) CENTS PER HOUR.

2) HEAD NIGHT STOCK CLERK - WHERE TWO (2) OR MORE EMPLOYEES ARE ASSIGNED AS NIGHT STOCK CLERKS, ONE (1) CLERK, SHALL BE CLASSIFIED AS A HEAD NIGHT STOCK CLERK IN CHARGE OF THE NIGHT STOCK CREW. It will not be necessary to designate a Head Night Stock Clerk when a classified employee is in charge of Night Stock Clerks. THE HEAD NIGHT STOCKER WILL RECEIVE THIRTY-SEVEN AND ONE-HALF (37½¢) CENTS PER HOUR OVER HIS RATE: (INCLUDING THE TWENTY-FIVE (25¢) CENTS PER HOUR NIGHT PREMIUM) AS PROVIDED IN L (1) ABOVE.

M. DAY-NIGHT STOCKER - A DAY CLERK SCHEDULED TO STOCK TWO (2) NIGHTS A WEEK IN LOW VOLUME STORES AND IN STORES WHICH DO NOT HAVE A REGULAR NIGHT STOCK CREW SHALL RECEIVE TWENTY-FIVE (25¢) CENTS PER HOUR FOR SUCH HOURS WORKED. All other hours worked past 6 p.m. shall be paid at the rate of time and on-half. ALTERNATING REGULAR NIGHT STOCKERS AND DAY-NIGHT CLERKS IS PROHIBITED. WHERE THIS OCCURS, THE NIGHT STOCK PREMIUM OF TWENTY-FIVE (25¢) CENTS PER HOUR SHALL BE PAID FOR THE FULL WEEK.

ARTICLE VII

Rates of Pay, Work Assignments & New Classifications

- A. Rates of pay as set forth in Appendix "B" attached, shall constitute the basis for determination of wages for time worked.
- B. IT IS AGREED THAT DURING THE TERM OF THIS AGREEMENT, NO EMPLOYEE'S WAGE WILL BE REDUCED BELOW THE AMOUNT HE OR SHE IS RECEIVING AT THE PRESENT TIME, EXCEPT WHERE CHANGES OF POSITION ARE NECESSARY. WAGES BASED ON SALES VOLUME SHALL NOT BE REDUCED IN THE EVENT OF STORE OR DEPARTMENT SALES DECLINE PROVIDING THAT THE DECREASE IS BEYOND THE CONTROL OF THE DEPARTMENT HEAD.
- C. A regular full time employee, reduced by the Company to part time, shall continue to be paid at his full time hourly rate of pay for work performed.
- D. When an employee is assigned to a job paying a lesser rate, he will be entitled to his regular rate of pay unless he has been permanently transferred to a lower-rated job. When an employee is permanently assigned to a job paying a higher rate, the employee shall receive the rate of pay in effect for the job.
- E. Part time employees, when advanced to regular full time work, shall accumulate wage rates on the basis of each two thousand (2,000) hours worked to equal one (1) year toward full time classification.
- F. IT IS AGREED THAT TO SIMPLIFY THE PROCESS OF GRANTING INCREASES BASED ON LENGTH OF SERVICE, LENGTH OF SERVICE INCREASES WHICH BECOME DUE IN ANY CALENDAR MONTH, SHALL BECOME EFFECTIVE AS OF THE FIRST DAY OF THE WEEK IN WHICH THE FIFTEENTH (15th) OF THE MONTH FALLS. HOWEVER, IN THE CASE OF NEW PART TIME EMPLOYEES, THEY MUST BE EMPLOYED FOR AT LEAST THIRTY (30) DAYS, BEFORE ANY LENGTH OF SERVICE INCREASE SHALL BE GRANTED. 20122
T
- G. Time lost due to illness in the first (1st) year of employment in excess of a total of ninety (90) days, shall not be counted in determining length of service wage rates.
- H. RATES BASED ON SALES SHALL BE REVIEWED AND ADJUSTED IN ACCORDANCE WITH THE RATE SCHEDULE AS OF THE FOLLOWING DATES: ~~2016~~
201

ARTICLE VII - RATES OF PAY, WORK ASSIGNMENTS AND NEW CLASSIFICATIONS-Cont'd.

<u>AVERAGE SALES</u>				<u>EFFECTIVE DATE OF ADJUSTMENT</u>
26	WEEKS ENDED	5/9/70		6/7/70
26	"	"	11/7/70	12/6/70
26	"	"	5/8/71	6/6/71
26	"	"	11/6/71	12/5/71
26	"	"	5/6/72	6/4/72
26	"	"	11/4/72	12/3/72

I. In new stores, rates based on sales will be determined by the average weekly volume in the twelve (12) weeks following opening week. Where necessary, retroactive adjustments will be made back to the Monday preceding the opening day of the store.

J. Where sales warrant, classified positions as set forth in the rate schedule shall be filled, however, in stores with weekly grocery and produce sales from \$7,500. to \$15,000., it shall not be necessary to employ a Produce Department Head.

K. A FIRST CUTTER SHALL BE DESIGNATED IN ALL MEAT DEPARTMENTS HAVING THREE (3) OR MORE REGULAR EMPLOYEES (NOT REPLACEMENTS) CONSISTING OF ANYONE OR ALL OF THE FOLLOWING CLASSIFICATIONS; MEAT DEPARTMENT HEAD, JOURNEYMAN MEAT CUTTER (FULL TIME OR PART TIME), AND A FULL TIME APPRENTICE MEAT CUTTER.

L. The classifications of Assistant Store Manager, Produce Department Head, Meat Department Head, First Cutter, Meat Cutter Apprentice and Head Cashier shall be held by full time employees only.

M. Employees shall perform whatever work (either Meat or Grocery) that the Store Manager or the District Manager may assign, with the understanding that when an employee is assigned to a job paying a lesser rate, he will be entitled to his regular rate of pay unless he has been permanently transferred to a lower-rated job.

N. Full time Journeyman Meat Cutters and Meat Apprentices, temporarily assigned to duties with lower rates of pay, will be paid their regular rate while performing such lower rated jobs.

O. The Company agrees that in the event that any classification is officially established within the bargaining unit by the Company, the Company will confer and negotiate classification rates and job descriptions for such new classifications.

P. Outside salesmen may stock their own products only.

ARTICLE VII - RATES OF PAY, WORK ASSIGNMENTS AND NEW CLASSIFICATIONS -Cont'd.

Q. Employees classified as Checker-Wrapper-Stocker may not use tools of the trade (excluding slicers and knives) including cleaver, hand or electric saw, meat grinder tenderizing machine, hamburger patty forming machine and cubing machine.

ARTICLE VIII

Previous Experience

Proven previous full time experience and part time experience in the Industry will be recognized by the Company for the purpose of establishing weekly wage rates only. Completed full months of employment will be counted in determining the length of service to be credited. The amount of credit shall be limited to full time and part time experience in the three (3) years immediately preceding the date of employment and will not be added to the employee's job rate until the Monday of the week in which written certification is received from the Union. In no event will past service credits be granted unless certified to by the Union. The wage rate of employees credited with previous experience shall be established at the bracket one step lower than the full credit would call for excepting Journeyman Meat Cutters and Meat Cutter Apprentices, who shall be given full credit.

ARTICLE IX

Job Referral

- A. When new full time or part time help is required, the Company shall notify the area union office so the Union may recommend help from the open market.
- B. If the Union fails to recommend satisfactory employees to the Company within seventy-two (72) hours of notification to the Union, the Company shall have the option of seeking new help elsewhere.
- C. Selection of applicants for referral to jobs by the Union shall be on a non-discriminatory basis, and shall not be based on or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of union membership policies or requirements. Nothing herein contained shall deny the Union the right to select applicants for referral on the basis of experience in the Industry, qualification, skill or employer reference.
- D. The Company shall have the right to reject any job applicant referred by the Union.

ARTICLE IX - JOB REFERRAL - Cont'd.

E. New employes shall be deemed temporary and on a trial basis for a period of thirty (30) days. Thereafter, they shall be considered regular employes. All new employes shall be granted all benefits, but they shall not be required to become members of the Union until thirty-one (31) days after the date of their employment. ⁵³¹⁻³²
02

ARTICLE X

Fair Employment Practices

A. The parties hereby agree that the principle of non-discrimination shall continue to be applied to all aspects of the employment relationship in line with basic requirements of humanity and equity.

B. The parties, in continuing this principle, agree that they will not discriminate against any employee or applicant for employment because of race, nationality, sex, color, creed or union membership. ⁶⁷⁻¹²
12345

C. Non-discrimination shall apply to all aspects of rates of pay, hours, and conditions of employment.

ARTICLE XI

Union Visitations

Representatives of the Union shall have the right to visit any of the Company's places of business at anytime during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no undue interruption of or interference with the Company's business. Any and all disputes, grievances, complaints or questions hereunder shall be taken up for discussion and settlement by a representative of the Union and of the Company.

ARTICLE XII

No Individual Agreements

It is understood and agreed that no employee shall be asked or required to make any written or verbal individual agreement, and that any individual contract that may be made with any member of the Union shall be considered a violation of this Agreement. ²⁶⁰

ARTICLE XIII

Rules

A. The Company agrees to post on the store bulletin board at each of its locations, a copy of certain of its rules for the guidance of its employees. Such rules, shall not be in conflict with this Agreement.

B. Any rule of the Company requiring a physical or medical examination will be promptly complied with by members of the Union. The Company will pay the fee for the examination and may also select the Physician who will make the required examination.

C. All employees are required to maintain their stations or area of employment in a clean and sanitary condition.

ARTICLE XIV

Job Security

See Appendix "D" attached.

ARTICLE XV

Hours and Overtime

A. The basic work week is defined as Sunday through the following Saturday.

B. The basic work week of full time employees shall be forty (40) hours to be scheduled at the option of the Company as follows:

1. Five (5) eight (8) hour days.

and/or

2. One (1) six (6) hour, three (3) eight (8) hour and one (1) ten (10) hour day.

3. The following schedule may be used only by stores having a one-half ($\frac{1}{2}$) day closing during the week: One (1) four (4) hour, one (1) eight (8) hour, two (2) nine (9) hour and one (1) ten (10) hour day.

C. One two (2) days a week a shift may commence anytime between 6:00 a. m. and 12:00 noon. The six (6) hour day, as provided in Paragraph B-2 above, must be scheduled to commence between the hours of 6:00 a. m. and 9:00 a. m., in stores opening for business by 9:00 a. m. The six (6) hour day as provided in Paragraph B-2 above, may be scheduled to commence between the hours of 6:00 a. m. and 10:00 a. m., in stores opening for business later than 9:00 a. m.

D. Time and one-half ($1\frac{1}{2}$) shall be paid for all work performed in excess of forty (40) hours in any work week.

A73-74
50

A47-49
400

A55-57
400

A58-60
150

ARTICLE XV - HOURS AND OVERTIME - Cont'd.

E. During a holiday week, time and one-half ($1\frac{1}{2}$) shall be paid after thirty-two (32) hours worked.

F. Regularly scheduled full time employees, except Night Stockers, are to be paid time and one-half ($1\frac{1}{2}$) their regular straight time hourly rate of pay for any hours worked before 6:00 a.m. of any work day. AL-63
150

G. Full time and part time employees respectively shall not be scheduled for work in more than five (5) days (not necessarily consecutive) in any work week. "Available Hours" are subject to this restriction and shall not be applied to extend any employee's work schedule to include a sixth (6th) or seventh (7th) day of work.

H. All full time and part time employees shall be paid time and one-half ($1\frac{1}{2}$) their regular straight time hourly rate of pay for all hours worked on their sixth day during a payroll week. 32234
150

I. All full time and part time employees who work seven (7) consecutive days shall be paid double time (2 times) their regular straight time hourly rate of pay for all hours worked on their seventh (7th) consecutive day of work. 32234
200

J. Night Premium - Full Time Employees - IN STORES WHICH OPEN PRIOR TO 10:00 A.M., FULL TIME EMPLOYEES MAY WORK TO 9:00 P.M. TWO (2) NIGHTS PER WEEK AT STRAIGHT TIME, WHETHER THE STORE IS OPEN FOR BUSINESS OR NOT. IN STORES WHICH OPEN AT 10:00 A.M., FULL TIME EMPLOYEES MAY WORK TO 10:00 P.M. TWO (2) NIGHTS PER WEEK AT STRAIGHT TIME, WHETHER THE STORE IS OPEN FOR BUSINESS OR NOT. After having worked two (2) nights, whether the store is open for business or not, full time employees required to work after 6:00 p.m. shall be paid at the rate of time and one-half ($1\frac{1}{2}$) their regular straight time hourly rate for such hours and these hours past 6:00 p.m. must be in excess of the basic forty (40) hour work week.

K. There shall be no pyramiding of premium pay, and under no circumstances will over time be paid on overtime.

L. No part time employee shall be scheduled for less than twelve (12) hours in a week except when he or she is unavailable for twelve (12) hours due to illness and/or injury, or when called in on a Saturday as a replacement for a scheduled employee. In the event that part time employees work more than thirty (30) hours, but less than 40 hours, they will be paid forty (40) hours at their regular part time rate providing they report and work as scheduled.

ARTICLE XV -- HOURS AND OVERTIME - Cont'd.

M. Any employee, full time or part time, who is required to work before or after his or her regular daily or weekly schedule as posted, shall not be required to take time off that week in order to avoid the application of overtime wage rates.

N. When a part time employee is ordered to report for work on any day he shall be guaranteed four (4) hours work on that day, except when school hours and store hours make this impossible for part time employees attending school.

O. No split shifts will be permitted for either full time or part time employees.

P. Where employees are required to attend programs and/or Company meetings of any type, such time spent will be paid for as provided under the terms and conditions of this Agreement.

ARTICLE XVI

Sunday Work

Full time employees who work on Sunday, when the store is open for business, shall be paid at double the regular rate or shall receive three (3) consecutive days off in the work week. In the latter event, an eight (8) hours shift worked by full time employees on Sunday shall count as sixteen (16) hours toward the forty (40) hour basic work week. Full time employees who work on Sunday, when the store is not open for business, shall be paid double time (2 times) their regular straight time hourly rate of pay for all work performed on Sunday. Part time employees who work on Sunday, shall be paid their regular straight time hourly rate of pay.

ARTICLE XVII

Temporary Full Time Work

An employee who works forty (40) hours a week for four consecutive weeks is to be considered a full time employee. This does not include part time employees temporarily working full time as "Vacation Relief," or to replace an employee who is away on leave of absence or because of illness. This temporary period shall not exceed ninety (90) days. The Company will notify the Union of part time employees temporarily working full time for reasons as stated above. Part time employees working temporary full time shall be paid the minimum full time hourly rate for their classification on their regular hourly rate of pay, whichever is greater. Temporary full time employees returning to part time shall return to their regular part time hourly rate of pay.

ARTICLE XVIII

Work Schedules

A. A schedule of working hours, including lunch hours, for all employees will be posted in ink in each store on Saturday of each week for the following week. Once the schedule is posted, hours may be increased but there shall be no reduction in daily or weekly hours scheduled. The work schedule shall be initialed by the Store Manager and Store Union Steward, but this shall not be construed wherein the Union's rights are denied under the Grievance and Arbitration Clause. The work schedule shall be posted no later than 3:00 p.m. on Saturday of each week for the following week, and a copy of the work schedule shall be given to the Store Steward. Employees with Saturday as their scheduled day off will be advised by the end of Friday's work day of their scheduled hours for the following week.

B. When an employee returns to work after an illness and after the week's work schedule has been posted, hours corresponding with his working hours may be dropped from the posted schedule.

ARTICLE XIX

Available Hours

Part time employees shall receive all available hours within the store of their employment in accordance with seniority standing for a full forty (40) hour work week. Full time employees reduced to part time will receive all available part time hours, or combination of such part time hours within the Metropolitan area and/or geographical seniority unit that will insure the continuance of a full forty (40) hours of work. 201-62
01

ARTICLE XX

Doctor's Appointments

An employee may arrange through his Store Manager to have his "Day Off" scheduled to coincide with the date of a doctor's appointment upon presentation of a doctor's written appointment for the employee or any member of the employee's immediate family.

ARTICLE XXI

Vacations

A. Regular full time employes shall be granted vacations with pay on anniversary of continuous full time employment as follows:

1 Week	After	1 Year of Service	B 30 33
2 Weeks	After	3 Years of Service	B 34 37
3 Weeks	After	8 Years of Service	B 38 - 41
4 Weeks	After	15 Years of Service	B 42 - 45
5 Weeks	After	25 Years of Service	B 46 - 49

B. After a full time employe has qualified for two (2) weeks vacation, he automatically qualifies for future two (2) week vacations as of January 1st of each year.

C. After a full time employe has qualified for three (3) weeks vacation, he automatically qualifies for future three (3) week vacations as of January 1st of each year.

D. After a full time employe has qualified for four (4) weeks vacation, he automatically qualifies for future four (4) week vacations as of January 1st of each year.

E. After a full time employe qualifies for five (5) weeks vacation, he automatically qualifies for future (5) week vacations as of January 1st of each year.

F. If an employe qualifies for vacation on January 1st, and is due to complete service necessary for additional vacation time later in the year, he may take the time earned on January 1st, early or wait and take all vacation time together.

G. If an employe who has not taken the vacation earned by his service as specifically provided in Paragraphs A through E above, leaves the employ of the Company (regardless of whether or not he gives notice) or is separated for any reason, excluding proven dishonesty, he will receive at the time of leaving, vacation earned by his service to either the previous January 1st or his anniversary date, whichever is applicable.

H. It is clearly understood that no employe shall be called back to work during his vacation period with the understanding that he can take the rest of the time off due him at some later date.

I. Employes shall be paid their vacation pay prior to their vacation period.

J. Full time vacations cannot be sold, time off must be taken. Vacations shall be selected on the basis of seniority at the store level. In the event of conflict in requests of employes for vacation time off, preference shall be given in order of seniority.

ARTICLE XXI - VACATIONS - Cont'd.

K. If an employee who qualifies for vacation dies before receiving his vacation allowance, payment will be made to his beneficiary or his estate.

L. Any pay differential, including full time Night Stocker differential, to which an employee is normally entitled shall be included in his or her vacation allowance.

M. Vacations shall not be denied because of any holiday falling within such vacation period. When one of the six (6) recognized legal holidays occurs within a full time employee's vacation period, an additional eight (8) hours regular straight time pay will be added to the employee's vacation pay in lieu of time off. B36-58
260

N. Once having qualified for a vacation, full time employees not covered under the provisions of Article XIV - Job Security, involuntarily reduced by the Company to part time, shall receive their full time vacation and personal holiday benefits for a period of six (6) months.

O. Absence totaling less than ninety (90) days in any calendar year shall not affect vacation rights. Absence for any reason (excluding military service) including but not limited to illness, injury, maternity leave, personal leave of absence, or layoff totaling more than ninety (90) days in a calendar year shall have the following effect upon vacation earned that year:

Absence of more than ninety (90) days, but not over one hundred eighty (180) days, shall reduce vacation and vacation pay by 25%.

Absence of more than one hundred eighty (180) days, but not over two hundred seventy (270) days shall reduce vacation and vacation pay by 50% .

Absence of more than two hundred seventy (270) days shall disqualify for vacation.

P. Part time employees who have worked a minimum of 520 hours in the 52 weeks preceding their anniversary of employment shall be paid a vacation allowance on anniversary of employment in accordance with length of service with the Company as follows: B54-55
61

1	TO	3 YEARS OF SERVICE	-	30 HOURS VACATION PAY
3	TO	8 YEARS OF SERVICE	-	35 HOURS VACATION PAY
8	TO	12 YEARS OF SERVICE	-	55 HOURS VACATION PAY
OVER		12 YEARS OF SERVICE	-	75 HOURS VACATION PAY

Actual time off, if requested, may be taken at a mutually convenient time during the current calendar year. Part time employees will not be required to take vacation time off unless they so desire.

ARTICLE XXI - VACATIONS - Cont'd.

Q. Part time employees with one or more year's service who are promoted to regular full time will be paid a pro-rata allowance for part time service from the date of their last anniversary of part time service to the date they become regular full time, provided this period is in excess of thirty (30) days. The employee's starting date as a full time employee will then become his anniversary date for full time vacations.

R. Vacation schedules must be posted by April 1st, in ink, and shall be initialed by the Store Manager and store Union Steward.

S. If the Company absorbs, purchases or merges with another Company under contract with District Union Local No. 1, an employee's last consecutive service with his previous employer will be counted towards vacations on the same basis as provided in Section "A" of this Article.

ARTICLE XXII

Holidays

A. The following holidays will be recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Double time shall be paid to all full time employees for work on the above legal holidays except in case of emergency when straight time shall be paid.

B. When any recognized holiday as provided above falls on Sunday, the following Monday shall be recognized as the holiday.

C. During a week in which a recognized holiday occurs or is observed, full time employees shall be scheduled to work thirty-two (32) hours, and in addition shall be paid eight (8) hours straight time for the holiday, provided the employee works his scheduled day before and his scheduled day following the holiday. A full time employee who works part of the holiday week and who is absent due to meetings with the Company as a representative of the Union, or who is excused from work by the Company, or who is absent due to proven illness or injury will receive holiday pay.

D. In addition to the paid holidays enumerated above, each full time employee, after six (6) months full time service, shall be entitled to one (1) personal holiday of eight (8) hours each calendar year. The personal holiday shall be observed the Monday following the employee's birthday.

ARTICLE XXII - HOLIDAYS - Cont'd.

During the week in which the Personal Holiday is observed, the employee's regular scheduled "Day-Off" shall be Tuesday, providing the employee was not scheduled for a "Day-Off" on the Saturday immediately preceding the Personal Holiday. When a legal holiday, as provided in Paragraph A above, occurs in the week following an employee's birthday, that employee's personal holiday will be scheduled for the Monday of the following week. Employees desiring a personal holiday other than their birthday will be granted the personal holiday by giving two (2) weeks notice to their Store Manager. The alternate date requested will be subject to the approval of the Company, however, approval will not be unreasonably denied. In the event a number of employees in the same store have approximately the same birth dates or where two or more requests are made for the same day, then seniority will govern and the senior employee in the store will have first preference.

E. Full time employees laid off during the holiday week shall be entitled to holiday pay allowance.

F. All part time employees who have worked as scheduled during the four (4) weeks immediately preceding a holiday week shall be entitled to four (4) hours holiday pay provided they work their scheduled hours in the holiday week. Part time employees who have been excused from work by the Company or who are off due to proven illness or injury will receive the four (4) hours holiday pay provided they work a part of the holiday week. Part time employees who otherwise qualify for holiday pay, but who are not scheduled to work during the holiday week, will receive the four (4) hours holiday pay.

G. All part time employees who qualify for vacation pay will receive four (4) hours personal holiday pay on their anniversary of employment to be paid with their vacation check.

ARTICLE XXIII

Separability

If any provision of this Agreement is in conflict with any applicable Federal or State law or regulation, such provision shall be deemed to be deleted from this Agreement or shall be deemed to be in effect only to the extent permitted by such law or regulation. In the event that any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect. In such event, both parties to this Agreement agree to meet and negotiate a substitute legal clause.

ARTICLE XXIV

Member Elected to Union Office or
Promoted Out Of Bargaining Unit

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A. Any member of the Union, who is elected to a permanent office in the Union or as a delegate to any union activity necessitating temporary leave of absence, shall be granted such leave of absence not to exceed one (1) year without pay, and shall, at the end of the term in the first instance, or at the end of the mission in the second instance, be guaranteed re-employment at his former wage rate plus any increase or less any reduction that may become effective during his absence. Duration of the leave shall be stated in the request for such leave.

B. Any employee covered by this Agreement, who is promoted by the Company to a position outside the bargaining unit, may return to the bargaining unit within one (1) year with immediate restoration of full seniority.

ARTICLE XXV

Laundry and Tools

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All uniforms which the Company requires the employees to wear shall be furnished by the Company without charge. Laundering of such garments shall be paid for by the Company. The Company will furnish necessary tools and pay for sharpening them.

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ARTICLE XXVI

Lunch and Rest Periods

A. A lunch period without pay of at least thirty (30) minutes, but not more than sixty (60) minutes will be allowed each day.

B. All full time employees shall be given a rest period of ten (10) minutes before lunch and ten (10) minutes after lunch. Employees shall not be given rest periods until they have worked at least one (1) hour. Full time employees scheduled for a ten (10) hour day shall receive an additional ten (10) minute rest period.

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C. Part time employees will be granted a ten (10) minute rest period if scheduled to work at least four (4) hours. Part time employees shall not be required to take a rest period until they have worked at least one (1) hour of their daily work schedule.

ARTICLE XXVII

Seniority

A. Seniority of regular full time employees shall commence as of their starting date as full time employees. Seniority of part time employees shall commence as of their starting date as part time employees.

B. The seniority roster shall consist of the following five (5) categories:

1. Commencing with the most recent date of classification, seniority shall be accumulated and applicable in each of the following classifications:

Assistant Store Manager
Meat Department Head
First Cutter
Journeyman Cutter
Produce Department Head
Head Cashier

2. Regular full time employees.
3. Regular part time employees.
4. Student part time employees.
5. Those holding other full time jobs.

Seniority shall be accrued and applicable within each of the above five (5) categories respectively. Those in the fifth (5th) category will be the first to be laid off in line with seniority standing within that group.

IN THE CASE OF A STORE CLOSING, EMPLOYES CLASSIFIED AS ASSISTANT STORE MANAGER OR MEAT DEPARTMENT HEAD WHO ARE AFFECTED BY THE CLOSING, MAY ON THE BASIS OF JOB SENIORITY AS ASSISTANT STORE MANAGER AND PRODUCE HEAD OR MEAT DEPARTMENT HEAD AND FIRST CUTTER, REPLACE PRODUCE DEPARTMENT HEADS OR FIRST CUTTERS RESPECTIVELY WITH LESS JOB SENIORITY AT THE CLOSEST LOCATION WITHIN THE METROPOLITAN AREA AND/OR WITHIN THE SAME GEOGRAPHICAL SENIORITY UNIT, PROVIDING THAT NOT MORE THAN TWO TRANSFERS SHALL BE MADE TO IMPLEMENT THE FOREGOING.

ARTICLE XXVII - SENIORITY - Cont'd.

ANY EMPLOYE WHO HAS BEEN REDUCED AS THE RESULT OF A STORE CLOSING, WILL BE GIVEN THE FIRST OPPORTUNITY TO RETURN TO HIS FORMER STATUS AS OPENINGS OCCUR BASED ON TOTAL JOB SENIORITY AMONG OTHER SIMILARLY REDUCED EMPLOYEES IN THE SAME SENIORITY AREA EVEN THOUGH THERE MAY BE OTHER EMPLOYEES IN THE SENIORITY AREA WITH MORE TOTAL COMPANY SENIORITY, BUT WHO HAVE NEVER HELD CLASSIFIED JOBS OR WHO WERE REDUCED FROM CLASSIFIED JOBS FOR A REASON OTHER THAN STORE CLOSING.

C. Part time employes seniority from one group to another shall progress up to and including full time status in accordance with their seniority.

D. Employes advancing from one seniority category to the next shall not carry any accrued seniority from the group that they have advanced from, and such individuals shall advise the Company and Union of any change in status.

E. Full time employes with thirty-one (31) days service shall have seniority over all part time employes.

F. Full time reduced to part time shall be placed at the top of the third (3rd) seniority category.

G. Seniority shall be applied and considered within the respective geographical seniority units as outlined in Appendix "C".

H. The geographical seniority unit list shall be posted in each store and shall be supplemented and/or corrected every six (6) months if necessary.

I. Seniority shall be determined based on Company service within the jurisdiction of District Union Local #1, and within the geographical seniority unit.

J. Where full time employes are transferred from one geographical seniority unit to another they must be employed for a period of one (1) year before exercising their Company seniority on higher paid job classifications.

K. A FULL TIME EMPLOYE MAY REFUSE A PROMOTION, BEYOND A TEN (10) MILE RADIUS OF A METROPOLITAN AREA WITHIN THE GEOGRAPHICAL SENIORITY UNIT, HOWEVER, A FULL TIME EMPLOYE WHO REFUSES A PROMOTION INSIDE A TEN (10) MILE RADIUS OF A METROPOLITAN AREA WITHIN THE GEOGRAPHICAL SENIORITY UNIT SHALL DROP TO THE BOTTOM OF THE SENIORITY ROSTER OF THAT PARTICULAR CLASSIFICATION OF WORK INsofar AS FUTURE PROMOTIONS ARE CONCERNED.

ARTICLE XXVII - SENIORITY - Cont'd.

- L. Respecting the promotion and demotion, rehiring and transfer from one type of work to another, or one location to another, the qualifications and ability of the employe shall be considered in conjunction with seniority standing. Promotion shall be based on fitness and ability with seniority a factor only when fitness and ability are equal. All employes shall be given the opportunity to qualify to fill future vacancies. In case of layoff of full time employes, seniority shall be by geographical seniority as outlined in Appendix "C".
- M. If it becomes necessary to lay off or reduce a full time employe, the youngest in seniority in the same classification in the store where the layoff or reduction occurs, will replace those of lesser seniority in the same classification at the closest location within the metropolitan area and/or within the same geographical seniority unit providing that not more than two (2) transfers are necessary in order to implement the foregoing. A part time employe to be laid off may replace a part time employe of least seniority in any store within the metropolitan area.
- N. Where seniority has been exercised within a seniority unit following a layoff, the affected full time employe may request employment in an adjacent geographical seniority unit. In such case, said employe may replace only the youngest full time employe of the same classification in an adjacent geographical seniority unit -- seniority permitting.
- O. When reducing the working force, a Journeyman Meat Cutter or a Meat Cutter Apprentice cannot replace a grocery department employe, unless such individual had previous grocery department experience and, likewise, a grocery department employe cannot replace a Journeyman Meat Cutter or a Meat Cutter Apprentice, unless such individual had previously qualified as a Journeyman Meat Cutter or served time as a Meat Cutter Apprentice. When reducing forces in the meat department, Apprentice Meat Cutters shall be laid off before Journeyman Meat Cutters. Journeyman and Apprentice Meat Cutters can replace a meat department Wrapper at the Wrapper classification rate.
- P. A store Union Steward shall be the last employe in the job classification to be laid off or reduced in hours on a departmental basis.
- Q. A full time employe to be laid off may refuse a transfer to work in a store which is more than twenty (20) miles distant from the store in which the layoff occurs without jeopardizing seniority, as provided under the terms of this Agreement.

ARTICLE XXVII - SENIORITY - Cont'd.

R. Following a layoff or reduction from full time to part time, these employees shall be recalled in the reverse order to which they were laid off or reduced. Seniority shall be the determining factor in all such matters of recall.

S. If an employee is called back to work after a layoff and does not report within one week or, if an employee is laid off continuously for a period of one (1) year, seniority shall be broken. 54
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T. Part time seniority shall be broken if an employee has been on continuous layoff for a period of four (4) months or longer.

ARTICLE XXVIII

Termination of Employment

A. The Company agrees to notify the Union office weekly of all employees who are terminated and give the reasons for such terminations. 845-46
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B. If after proper investigation by the Union and the Company, it is agreed that an employee has been discharged unjustly, he shall be reinstated with full rights. Investigation and settlement of any claim shall be made within sixty (60) days of the making of such complaint by the employee.

ARTICLE XXIX

Transfers and Transportation

A. All permanent transfers or layoffs, outside a metropolitan area, shall be on a seniority basis within the respective seniority categories. The Company shall notify the Union one (1) week prior to permanent transfers. Should the Union find the transfer arbitrary, then the transfer shall be treated as a grievance.

B. There shall be at least one (1) Union Steward, but not more than two (2) in each store of the Company. The transfer of Union Stewards is hereby prohibited, excepting where such transfer of Union Stewards is for the purpose of promotions, or by mutual agreement between the Company and Union.

C. Service of employees transferred temporarily outside the jurisdiction of District Union Local #1 shall be protected by District Union Local #1's Agreement with the Company.

ARTICLE XXIX - TRANSFERS AND TRANSPORTATION - Cont'd.

D. An employe may refuse a transfer where transportation is not available and where income is considerably less.

E. A temporary transfer may not exceed sixty (60) days.

F. EMPLOYEES TEMPORARILY TRANSFERRED AT THE COMPANY'S REQUEST FROM THEIR HOME STORE TO OTHER STORES AS REPLACEMENTS FOR VACATIONS, ILLNESS OR LEAVES OF ABSENCE WILL BE PAID TRAVEL EXPENSE AT THE RATE OF TEN (10¢) CENTS PER MILE FOR ALL MILES TRAVELED IF THE DISTANCE ONE WAY IS IN EXCESS OF TWENTY (20) MILES.

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ARTICLE XXX

Relief of Department Heads

Company designated department heads including Meat Department Head, First Meat Cutter, Assistant Store Manager, Produce Department Head, Head Cashier and/or Head Night Stock Clerk, shall be replaced when they are absent for one (1) calendar week (Monday through Saturday) or more. The replacement shall be paid the contract rate for the job at the store involved or his regular rate, whichever is greater.

ARTICLE XXXI

Temperatures

A. Rooms in which meat and/or cheese are wrapped shall not be less than 55 degrees temperature.

B. In the event heat failure occurs within a place of business, the Company shall provide and/or allow adequate wearing apparel and correct such failure within a reasonable time.

ARTICLE XXXII

Shortages

A. No employe shall be required to pay for any cash register shortages except in cases of proven dishonesty. Any employe who is charged with a cash register shortage, shall be entitled to a Hearing in the presence of the Business Agent of the Union and a Company District Manager or Company Official. In the event a shortage is found to exist, the Company will take into consideration the employe's past work record before taking any disciplinary action.

ARTICLE XXXII - SHORTAGES - Cont'd.

B. In the event of an alleged shortage, the Union may examine copies of store transactions for the purpose of checking the figures.

ARTICLE XXXIII

First Aid Kits

The Company shall furnish, maintain, make available and accessible in good condition, a complete First Aid Kit in all stores under the jurisdiction of this Agreement.

ARTICLE XXXIV

Time Clocks

Time clocks shall be installed in all stores of the Company and each employee shall, as a condition of employment, be required to punch his or her individual time card.

ARTICLE XXXV

Bulletin Boards

The Company will provide bulletin board space within each store upon which the Union may post notices for the information of the employee members therein, of Union recreational and social affairs, elections, and union meetings.

ARTICLE XXXVI

Funeral Time

A. In the event of death in the immediate family, full time employees will be allowed as leave the three (3) days immediately following the death, with straight time pay for any of the three (3) days which are regularly scheduled working days. If the funeral is held on the fourth (4th) day following the death, a full time employee will also be paid for the fourth (4th) day, provided that day is one of the employee's regularly scheduled working days, and further provided the employee attends the funeral.

B. In the event of death in the immediate family, part time employees shall be allowed as leave the day of the funeral with straight time pay for the hours, if any, they were scheduled to work the day of the funeral. Members of the immediate family are defined as those outlined in Paragraph C, below.

ARTICLE XXXVI - FUNERAL TIME - Cont'd.

C. Members of the immediate family are defined as : father, mother, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, step-parents or any in-law or relative living with the employee.

D. In the event of death of a full time employee's grandparent, the employee will be allowed as leave the day of the funeral with pay, provided the day is one of his or her regularly scheduled work days, and further provided the employee attends the funeral.

ARTICLE XXXVII

Jury Duty

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The Company shall grant to full time employees, who are required to serve on a Local Jury, the difference between the employee's regular straight time weekly earnings, including regular shift premium if any, and any jury fee paid to the employee provided he makes him or herself available for work within his regular work schedule when not occupied with jury duty. Time spent on jury duty shall be considered as time worked for all purposes of this Agreement. SATURDAY WILL BE THE SCHEDULED DAY OFF FOR EMPLOYEES SERVING ON JURY DUTY.

ARTICLE XXXVIII

Election Day

Full time employees shall be given time off with pay on Election Day in accordance with the provisions of the New York Election Law.

ARTICLE XXXIX

Union Shop Cards

The Union Shop Card is the property of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, District Union Local No. 1, and is loaned to the Company for display. The Company agrees at all times to display the Union Shop Card in a conspicuous place. The Shop Card can be removed from any business establishment of the Company by a Union Representative of Local Union No. 1 for any violation of this Agreement.

ARTICLE XL

Health & Welfare

- A. THE COMPANY SHALL PAY MONTHLY, TO THE MEAT CUTTERS LOCAL 1 WELFARE FUND, WITHIN THIRTY (30) DAYS AFTER THE LAST DAY OF THE LAST PAYROLL PERIOD EACH MONTH, THE SUM OF TWENTY-THREE (\$23.00) DOLLARS PER MONTH PER FULL TIME EMPLOYE AND TWELVE AND ONE-HALF (\$12.50) DOLLARS PER MONTH PER PART TIME EMPLOYE.
- B. EFFECTIVE JULY 1, 1970, WELFARE CONTRIBUTIONS SHALL BE PAID AT THE RATE OF FORTY-THREE DOLLARS AND FIFTY CENTS (\$43.50) PER MONTH PER FULL TIME EMPLOYE AND TWENTY-NINE DOLLARS AND FORTY-EIGHT CENTS (\$29.48) PER MONTH PER PART TIME EMPLOYE.
- C. CONTRIBUTIONS FOR ALL PART TIME EMPLOYEES, NEW TO THE INDUSTRY, SHALL BE PAID COMMENCING WITH THEIR FOURTH (4th) MONTH OF EMPLOYMENT WITH THE COMPANY. In the event the Company hires a part time employee who has been employed by any participating employer prior to the date of hiring, contributions shall commence as provided above, upon the completion of such period of employment with the Company which, together with the employee's prior service (whether full or part time) with any participating employer, shall aggregate the period of service required.
- D. Contributions on behalf of all new full time employees who are members of the Union at the time of hiring or who become members as provided by the terms of the Agreement, shall be paid commencing with the first (1st) month following the completion of thirty (30) days employment with the Company. In the event the Company hires a full time employee who has been employed by any participating employer within two (2) years prior to the date of hiring, contributions shall commence as provided above upon the completion of such period of employment with the Company, which, together with the employee's prior cumulative service with any participating employer, shall aggregate the period of service required.
- E. Part time employees temporarily working full time shall be subject to full time welfare contributions after four (4) weeks full time service. After four (4) weeks full time service, such employees status on the first day of each month shall be determining.

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ARTICLE XL - HEALTH & WELFARE - Cont'd.

F. The Meat Cutters Local 1 Welfare Fund shall have its principal office in the City of Utica, County of Oneida, State of New York, and shall be administered by a Board of Trustees consisting of five (5) employer representatives appointed by the employers designated in the Agreement and Declaration of Trust, and five (5) employee representatives appointed by the Union, and such additional employer and employee representatives or such neutral person as said employer and employee representatives may agree upon. In the event that said employer and employee representatives deadlock in the administration of such fund and there are no neutral persons empowered to break such deadlock, the said employer and employee representatives shall agree upon an impartial umpire to decide such dispute. In the event that said employer and employee representatives fail to agree within a reasonable length of time on the impartial umpire to be selected, on petition of either the employer representative or the employee representative, an impartial umpire shall be appointed by the United States District Court of the Southern District of New York.

G. The principal and income of said welfare fund shall be used for the sole and exclusive benefit of the employees of the employers contributing thereto, their families and dependents, Union Officials and employees of the Union, and Employees of the Meat Cutters Local 1 Welfare Fund and Meat Cutters Local 1 Pension Fund to provide medical or hospital care, life insurance, compensation for injuries or illness resulting from occupational activity, disability, sickness and accident insurance, together with benefits on account of sickness, temporary disability, permanent disability or death and together with benefits for any or all other purposes which may be specified, provided for or permitted in Section 302 (c) of the Labor Management Relations Act, as amended, as shall be agreed upon from time to time by the Trustees, based upon accepted actuarial standards and practices and in accordance with the provisions of the Agreement and Declaration of Trust, which has heretofore been entered into between the employers, the Union and the said Trustees and the Welfare Plan, by-laws, rules and regulations which have heretofore been or may hereafter be adopted by the said Board of Trustees and any and all amendments to the said Agreement and Declaration of Trust, Welfare Plan, by-laws, rules and regulations.

ARTICLE XL - HEALTH & WELFARE - Cont'd.

H. Said Welfare Fund as so administered shall be audited annually and statement of the results of such audit shall be available for interested persons at the principal office of the Welfare Fund, the Union, and at such other places as may be designated by the Board of Trustees. The Trustees, their designated agents and employees, shall have the right to inspect the payroll records, time cards and such other records maintained by the Company in its normal course of doing business as the Trustees shall believe pertain to the Welfare Fund.

ARTICLE XLI

Sick Pay

A. FOR THE PERIOD FROM JUNE 7, 1970 TO JUNE 30, 1970 THE COMPANY SHALL PAY MONTHLY, WITHIN THIRTY (30) DAYS AFTER THE LAST DAY OF THE LAST PAYROLL PERIOD EACH MONTH, TO THE MEAT CUTTERS LOCAL 1 WELFARE FUND, THE SUM OF FOUR CENTS (4¢) PER HOUR FOR ALL FULL TIME AND PART TIME EMPLOYEES, FOR EVERY HOUR INCLUDED IN EVERY PAYROLL PERIOD WITHIN THE PREVIOUS MONTH PAID FOR BY THE COMPANY, WHETHER WORKED FOR OR NOT UP TO A MAXIMUM OF FORTY (40) HOURS IN ANY ONE WEEK, ON SUCH FORMS AND IN SUCH MANNER AS MAY BE PRESCRIBED BY THE TRUSTEES OF THE FUND. CONTRIBUTIONS FOR ALL EMPLOYEES, WHETHER FULL TIME OR PART TIME, SHALL COMMENCE IMMEDIATELY UPON EMPLOYMENT BY THE COMPANY.

B. EFFECTIVE JULY 1, 1970, SICK PAY CONTRIBUTIONS, AS PROVIDED IN PARAGRAPH A ABOVE, SHALL APPLY TO PART TIME EMPLOYEES ONLY, AND SHALL BE PAID DURING THE PERIOD FROM THE EMPLOYEE'S DATE OF EMPLOYMENT TO THE FIRST OF THE CALENDAR MONTH NEXT FOLLOWING THE COMPLETION OF THREE (3) MONTHS PART TIME SERVICE.

ARTICLE XLII

Pension Fund

A. The Company shall pay monthly, to the Meat Cutters Local 1 Pension Fund, within thirty (30) days after the last payroll period each month, the sum of twenty-six (\$26.00) dollars per month for each full time employee employed by the Employer, on such forms and in such manner as may be prescribed by the Trustees of the Fund.

ARTICLE XLII - PENSION FUND - Cont'd.

B. EFFECTIVE JUNE 4, 1972 PENSION CONTRIBUTIONS, AS PROVIDED IN PARAGRAPH A ABOVE, SHALL BE INCREASED TO THIRTY-FIVE (\$35.00) DOLLARS PER MONTH PER FULL TIME EMPLOYEE.

C. Contributions on behalf of all new full-time employees who are members of the Union at the time of hiring, or who become members as provided by the terms of this Agreement, shall commence with the first payroll day of the calendar month following completion of thirty (30) days employment with the Company, or the return to work of an employee who was absent for more than thirty (30) days because of illness or injury, provided that, in the case of full-time employees hired by the Company who have been employed by any participating employer within two (2) years prior to the date of hiring, contributions shall commence with the first payroll day of the calendar month following completion of such period of employment with the Company which, together with the employee's prior cumulative full-time service with any other participating employer, shall aggregate thirty (30) days.

D. Part time employees working temporary full time shall be subject to full time pension contributions after ninety (90) days continuous full time service.

E. If a covered employee is absent because of illness or injury and earns no wages during such period of absence, the Company shall continue to make contributions during the first thirty (30) days of such absence.

F. The Meat Cutters Local 1 Pension Fund shall have its principal office in the City of Utica, County of Oneida, State of New York, and shall be administered by a Board of Trustees consisting of seven (7) employer representatives appointed by the employers designated in the Agreement and Declaration of Trust, and seven (7) employee representatives appointed by the Union, and such additional employer and employee representatives or such neutral person as said employer and employee representatives may agree upon. In the event that said employer and employee representatives deadlock in the administration of such Fund and there are no neutral persons empowered to break such deadlock, the said employer and employee representatives shall agree upon an impartial umpire to decide such dispute. In the event that said employer and employee representatives fail to agree within a reasonable length of time on the impartial umpire to be selected, on petition of either the employer representatives or the employee representatives, an impartial umpire shall be appointed by the United States District Court of the Southern District of New York.

ARTICLE XLII - PENSION FUND - Cont'd.

G. The principal and income of said Pension Fund shall be used for the sole and exclusive benefit of the employees of the employers contributing thereto, their families and dependents, Union Officials and employees of the Union, and employees of the Meat Cutters Local 1 Welfare Fund and Meat Cutters Local 1 Pension Fund to provide retirement and other benefits, based upon accepted actuarial standards and practices and in accordance with the provisions of the Agreement and Declaration of Trust, which has heretofore been entered into between the employers, the Union and the said Trustees and the Pension Plan, by-laws, rules, and regulations which have heretofore been or may hereafter be adopted by the said Board of Trustees and any and all amendments to the said Agreement and Declaration of Trust, Pension Plan, by-laws, rules and regulations.

H. Said Fund as so administered shall be audited annually and a statement of the results of such audit shall be available for interested persons at the principal office of the Pension Fund, the Union, and at such other places as may be designated by the Board of Trustees. The Trustees, their designated agents and employees, shall have the right to inspect the payroll records, time cards and such other records maintained by the Company in its normal course of doing business as the Trustees shall believe pertain to the fund.

ARTICLE XLIII

Leaves of Absence

A. Leaves of absence without pay which, in the opinion of the Union and the Company are necessitated by circumstances beyond the control of the employee may be granted for periods not to exceed three (3) months on any single occasion.

A leave of absence without pay for the purpose of matrimony shall be granted for a period not to exceed two weeks in addition to any other leave of absence to which the employee may be entitled and regardless of length of service.

B. Leaves of absence without pay for an employee's personal convenience, may be granted at the option of the Company in accordance with the following schedule:

1 year's service	--	1 week
2 year's service	--	2 weeks
3 year's service	--	4 weeks
4 year's service	--	8 weeks
5 year's service	--	12 weeks

ARTICLE XLIII - LEAVES OF ABSENCE - Cont'd.

- C. Maternity leaves will be granted after one year's continuous service provided the employe returns to work within three months of the termination of the pregnancy. Em-
ployes on maternity leave may also avail themselves of the "Personal Convenience"
leave of absence schedule.
- D. Requests for leaves of absence must be submitted to the Store Managers in writing.
- E. Employes on leave of absence shall not build up service credits on length of service wage rates during the period of the leave.
- F. Upon written application only, part time employes will be granted leaves of absence as provided in paragraphs A through E above.

ARTICLE XLIV

Lie Detector - Interrogation

Employes shall not be compelled to take lie detector tests under any circumstances without prior approval of the Union and the employe affected. Should employes voluntarily submit to such test, they must have a witness present, preferably the Union Steward or Business Representative. The refusal of the Union or the employe affected to submit to any such examination shall not be cause for discipline or discharge.

ARTICLE XLV

Grievance Procedure

- A. The Union shall have the right to designate a Job Steward and an alternate when necessary, to handle such union business as may from time to time be delegated to them by the Union and to handle disputes and complaints that arise over the interpretation of application of the rules as specified in this Agreement.
- B. Any grievance which arises under and by virtue of this Agreement may be presented by the Union and shall be governed by the provisions of this Article. All grievances shall be considered promptly and all parties shall make reasonable efforts to adjust or settle same, in the sequence set forth herein. Nothing herein contained shall be construed or applied so as to limit or abridge in any way any of the rights of individuals or groups of individuals under the Labor-Management Relations Act, as amended, or any other applicable statute, with respect to grievances.

ARTICLE XLV - GRIEVANCE PROCEDURE - Cont'd.

C. A "grievance" is defined herein as any controversy, dispute or difference arising out of the meaning or application of this Agreement or affecting the relationship between any employee or the Union and the Company. If a question arises as to whether or not a particular claim of grievance is a grievance as defined in this article, the question shall be taken through the grievance procedure herein provided for, and may be submitted to arbitration if need be, at the instance of either party.

D. The procedure for orderly and prompt disposition of grievances shall be as follows, provided the grievance is presented within thirty (30) working days after its alleged occurrence or within thirty (30) working days from date of discovery.

Step 1. An aggrieved employee shall first confer with his immediate Supervisor (not a union member) for adjustment of the matter, and he may have his Union Shop Steward present if he so desires. Page 34

Step 2. If satisfactory settlement is not made within three (3) working days following the conference as hereinabove provided, the grievance shall then be referred to the Union Business Agent (or other authorized Union Representative, but not the Shop Steward) who shall confer with the Company's Division Personnel Manager (or other authorized Company Representative) within five (5) working days from the date when the grievance was received by the Business Agent. The Company shall render its answer in writing within five (5) working days thereafter. If an unsatisfactory answer shall be received, or if the grievance is unanswered, the grievance may be referred to arbitration in accordance with the provisions of Article XLVI.

E. In the event the Union or the Company, as such, has a grievance, the grievance shall be processed in accordance with Step 2.

F. The time limits expressed herein may be extended by mutual consent of the parties, in a written memorandum signed by both parties.

G. At any step in the grievance procedure, the Executive Board of the Local Union shall have the final authority in respect to any aggrieved employee covered by this Agreement to decline to process a grievance further if in the judgement of the Executive Board, such grievance lacks merit or justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Executive Board.

ARTICLE XLVI

Arbitration

- A. Either party to this Agreement may submit to arbitration any unsettled grievance. Notice of intention to arbitrate shall be served within ten (10) days after the receipt of an unsatisfactory answer or within ten (10) days from the last day when an answer could have been but was not received pursuant to Step 2 of the grievance procedure. The notice shall set forth the issue in dispute.
- B. The notice shall be sent by certified or registered mail to the Company's or Union's principal office for doing business and to the office of the Federal Mediation and Conciliation Service nearest to the place at which the dispute arose.
- C. The notice shall request that an arbitrator be appointed by the Federal Mediation and Conciliation Service from among their regular staff members.
- D. The arbitrator so selected shall have no power to add to, detract from, or modify any of the provisions of this Agreement. The decision of the arbitrator shall be made in writing, and a copy thereof delivered to each party as promptly after the arbitration hearing as possible, and it shall be final and binding upon the parties.
- E. Any employee who shall be required by the Company to testify in hearings with regard to arbitration, mediation or the settlement of a dispute, shall not suffer any loss in wages by reason thereof. Records of the Company shall be made available to the Union, if required or necessary for the settlement of a grievance.

ARTICLE XLVII

No Strike -- No Lockout

There shall be no strike, lockout or stoppage of work of any kind pending the handling of any difference or complaint in accordance with the arbitration procedure. The Union agrees that it will not refuse to cross a picket line until such has been duly sanctioned by the Central Labor Union of the area and until the Company has been officially notified by the Union.

ARTICLE XLVIII

Cost of Living

IF ON JUNE 4, 1972, THE LATEST PUBLISHED COST OF LIVING AS MEASURED BY THE CONSUMER PRICE INDEX MAINTAINED BY THE FEDERAL BUREAU OF LABOR STATISTICS, INDICATES A GREATER PERCENTAGE INCREASE OVER THE LATEST PUBLISHED INDEX AT THE EFFECTIVE DATE OF THIS CONTRACT JUNE 7, 1970 (134.0) THAN THE INCREASES IN EACH CONTRACT RATE OVER THE RATES IN EFFECT ON JUNE 6, 1970, THEN AND IN THAT EVENT THE WAGE INCREASES WHICH WILL BE EFFECTIVE JUNE 4, 1972 SHALL BE THE SAME PERCENTAGE INCREASE OVER 1970 AS THE PERCENTAGE INCREASE IN THE COST OF LIVING INDEX.

ARTICLE XLIX

Credit Union

THE COMPANY AGREES TO DEDUCT WEEKLY, FOR SAVINGS ONLY, SUCH AMOUNTS AS ARE VOLUNTARILY AUTHORIZED BY AN EMPLOYEE IN WRITING, AS SUBMITTED TO THE COMPANY BY MEAT CUTTERS LOCAL NO. 1 CREDIT UNION. CREDIT UNION DEDUCTIONS WILL BE FORWARDED WEEKLY TO THE OFFICE OF THE CREDIT UNION.

NOTIFICATION OF AUTHORIZED REQUESTS FOR CHANGES IN CREDIT UNION DEDUCTIONS WILL BE SUBMITTED TO THE COMPANY BY MEAT CUTTERS LOCAL NO. 1 CREDIT UNION, HOWEVER, EACH AUTHORIZATION FOR DEDUCTION SHALL REMAIN IN FORCE FOR A PERIOD OF AT LEAST SIX (6) MONTHS.

ARTICLE L

Term of Agreement

A. THIS AGREEMENT SHALL BECOME EFFECTIVE JUNE 7, 1970, AND SHALL CONTINUE IN EFFECT UNTIL 12:01 A.M. JUNE 10, 1973.

B. IN WITNESS WHEREOF, THE COMPANY HAS HEREUNTO CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICER AND THE UNION DULY AUTHORIZED BY ITS MEMBERS, HAS HEREUNTO CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS OR REPRESENTATIVES THIS _____ DAY OF _____, 1970.

FOR THE COMPANY:

LOBLAW INC.

By: _____
Senior Vice President & Secretary

Labor Relations Representative

FOR THE UNION:

AMALGAMATED MEAT CUTTERS,
BUTCHER WORMEN & AFFILIATED
CRAFTS OF NORTH AMERICA, DISTRICT
UNION LOCAL NO. 1 AFL-CIO

By: _____

By: _____

APPENDIX "A"

Stores in Cities and Counties of New York State covered by this Agreement:

Cities of Corning and a radius of 15 miles from Corning, Jamestown and a radius of 15 miles from Jamestown, Rochester and Suburbs of Rochester.

Counties of:

Albany
Broome
Cayuga
Chemung
Chenango
Clinton
Columbia
Cortland
Delaware
Dutchess
Essex
Franklin
Fulton

Greene
Hamilton
Herkimer
Jefferson
Lewis
Madison
Montgomery
Oneida
Onondaga
Ontario
Oswego
Otsego
Rensselaer
St. Lawrence

Saratoga
Schenectady
Schoharie
Schuyler
Seneca
Sullivan
Tioga
Tompkins
Ulster
Warren
Washington
Wayne
Yates

APPENDIX "B" WAGE RATES

A. THE RATE OF EACH EMPLOYE ON THE PAYROLL JUNE 6, 1970, SHALL BE INCREASED AS FOLLOWS DURING THE TERM OF THIS CONTRACT.

c25-26/01

CLASSIFICATION	EFFECTIVE 6/7/70		EFFECTIVE 6/6/71		EFFECTIVE 6/4/72	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
Assistant Store Manager	\$15.00	37½¢	\$10.00	25¢	\$ 10.00	25¢
Produce Department Head	15.00	37½¢	10.00	25¢	10.00	25¢
Meat Department Head	15.00	37½¢	10.00	25¢	10.00	25¢
First Meat Cutter	15.00	37½¢	10.00	25¢	10.00	25¢
Journeyman Meat Cutter	15.00	37½¢	10.00	25¢	10.00	25¢
Part Time Journeyman Cutter	-	37½¢	-	25¢	-	25¢
Apprentice Meat Cutter	15.00	37½¢	10.00	25¢	10.00	25¢
FT Checker-Wrapper-Stocker	12.00	30¢	10.00	25¢	10.00	25¢
Head Cashier	15.00	37½¢	10.00	25¢	10.00	25¢
FT Checker-Receiver-Stocker	12.00	30¢	10.00	25¢	10.00	25¢
Part Time Employees	-	20¢	-	20¢	-	20¢

c19-20/06

B. THE FOLLOWING MINIMUM RATES SHALL BE PAID DURING THE TERM OF THE CONTRACT:

011-13/01 c13-14/01

CLASSIFICATION	EFFECTIVE 6/7/70		EFFECTIVE 6/6/71		EFFECTIVE 6/4/72	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
Assistant Store Manager Grocery & Produce Weekly	NO ASSISTANT STORE MANAGER					
Sales to \$7,500.	\$ 158.00	\$ 3.950	\$ 168.00	\$ 4.200	\$ 178.00	\$ 4.450
\$7,500. to 15,000.	163.00	4.075	173.00	4.325	183.00	4.575
15,000. to 20,000.	168.00	4.200	178.00	4.450	188.00	4.700
20,000. to 30,000.	173.00	4.325	183.00	4.575	193.00	4.825
Over \$30,000.						
Produce Department Head *	NO PRODUCE DEPARTMENT HEAD					
Grocery & Produce Weekly						
Sales to \$7,500.	148.00	3.700	158.00	3.950	168.00	4.200
\$7,500. to 15,000.	152.00	3.800	162.00	4.050	172.00	4.300
15,000. to 20,000.	157.00	3.925	167.00	4.175	177.00	4.425
20,000. to 30,000.	162.00	4.050	172.00	4.300	182.00	4.550
Over \$30,000.						

* STORES WITH GROCERY AND PRODUCE SALES FROM \$7,500. TO \$15,000. ARE NOT REQUIRED TO EMPLOY A PRODUCE DEPARTMENT HEAD.

APPENDIX "B" WAGE RATES - Cont'd.

CLASSIFICATION	EFFECTIVE 6/7/70		EFFECTIVE 6/6/71		EFFECTIVE 6/4/72	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
Head Cashier						
Total Store Sales to \$12,500.	NO HEAD CASHIER					
\$12,500. to \$15,000.	\$ 130.50	\$ 3.263	\$140.50	\$ 3.513	\$150.50	\$ 3.763
\$15,000. to 20,000.	133.50	3.338	143.50	3.588	153.50	3.838
\$20,000. to 40,000.	135.50	3.388	145.50	3.638	155.50	3.888
Over \$40,000.	137.50	3.438	147.50	3.688	157.50	3.938

Meat Department Head

Meat Sales Weekly

\$2,500. Or Less	173.00	4.325	183.00	4.575	193.00	4.825
\$2,500. To \$6,000.	177.00	4.425	187.00	4.675	197.00	4.925
\$6,000. To \$10,000.	180.00	4.500	190.00	4.750	200.00	5.000
\$10,000. To \$15,000.	183.00	4.575	193.00	4.825	203.00	5.075
\$15,000. To \$20,000.	186.00	4.650	196.00	4.900	206.00	5.150
Over \$20,000.	189.00	4.725	199.00	4.975	209.00	5.225

First Cutter **

165.00	4.125	175.00	4.375	185.00	4.625
--------	-------	--------	-------	--------	-------

** 1st Cutter required in stores which have three (3) or more regular full time employees

consisting of any one or all of the following classifications: Head Cutter, Journeyman

Cutter or Apprentice Cutter.

Journeyman Cutter

158.50	3.963	168.50	4.213	178.50	4.463
--------	-------	--------	-------	--------	-------

Part Time Cutter

-	3.963	-	4.213	-	4.463
---	-------	---	-------	---	-------

Apprentice Meat Cutter

1st 6 months	134.50	3.363	144.50	3.613	154.50	3.863
2nd 6 months	138.50	3.463	148.50	3.713	158.50	3.963
3rd 6 months	145.50	3.638	155.50	3.888	165.50	4.138
4th 6 months	154.50	3.863	164.50	4.113	174.50	4.363
Thereafter	JOURNEYMAN CUTTER RATE					

Full Time Checker-Wrapper-Stocker

1st 6 months	109.50	2.738	119.50	2.988	129.50	3.238
2nd 6 months	112.50	2.813	122.50	3.063	132.50	3.313
2nd year	115.50	2.888	125.50	3.138	135.50	3.388
3rd year	118.50	2.963	128.50	3.213	138.50	3.463
Thereafter	121.50	3.038	131.50	3.288	141.50	3.538

Full Time Checker-Receiver-Stocker

1st 6 months	114.50	2.863	124.50	3.113	134.50	3.363
2nd 6 months	117.50	2.938	127.50	3.188	137.50	3.438
2nd year	122.50	3.063	132.50	3.313	142.50	3.563
3rd year	127.50	3.188	137.50	3.438	147.50	3.688
Thereafter	132.50	3.313	142.50	3.563	152.50	3.813

Part Time

1st 30 days	Per Hour \$ 1.850	Per Hour \$ 2.050	Per Hour \$ 2.250
Next 5 months	2.050	2.150	2.350
2nd 6 months	2.150	2.250	2.450
3rd 6 months	2.250	2.350	2.550
4th 6 months	2.350	2.450	2.650
Thereafter	2.450	2.650	2.850

201-22

APPENDIX "G"

GEOGRAPHICAL SENIORITY UNITS

<u>Area 1.</u>	Metropolitan Rochester
<u>Area 2.</u>	Ogdensburg, Watertown, Potsdam, Massena
<u>Area 3.</u>	Rome, Utica, Little Falls, Ilion, Oneida
<u>Area 4.</u>	Metropolitan Syracuse, Oswego, Cortland
<u>Area 5.</u>	Schenectady, Gloversville, Oneonta
<u>Area 6.</u>	Newark, Canandaigua, Geneva, Seneca Falls, Auburn, Penn Yan, Ithaca
<u>Area 7.</u>	Binghamton, Johnson City, Endicott, Vestal, Elmira, Elmira Heights, Corning
<u>Area 8.</u>	Jamestown and a radius of 15 miles from Jamestown

APPENDIX "D"

Job Security

1. ALL FULL TIME EMPLOYEES ON THE PAYROLL JANUARY 1, 1970 SHALL BE GUARANTEED A WORK WEEK OF FORTY (40) HOURS FOR THE PERIOD JUNE 7, 1970 TO AND INCLUDING JUNE 10, 1973. E61-62
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2. With respect to the provisions of Paragraph 1 immediately above, the following conditions will apply:

A. The guaranteed work week will apply to names of full time employees, not numbers.

B. Employees advanced to full time status after January 1, 1970 will not be covered under the guaranteed work week except that:

Voluntary quits and discharges shall be replaced in the store or stores where vacancy occurs and the replacing employee shall be covered under the guarantee by name. Such replacements will be chosen from existing part time workers on a seniority and classification basis from the appropriate store and/or seniority area.

C. Full time employees not covered by Job Security and involuntarily reduced to part time shall receive full time benefits as to vacation and personal holiday for a period of six (6) months.

3. A. Where economic reasons necessitate and in order to maintain the guaranteed work week for covered full time employees, the Company can transfer such employees on a seniority basis first, to the nearest store location; second, within the appropriate seniority area and, finally, to an adjacent seniority area as may be required.

B. Employees so transferred will be returned to home stores when hours become available.

4. Where an employee refuses transfer as set forth in 3 above, he/she will be reduced to part time status and the lowest part time employee in the affected store shall be laid off.

5. Guaranteed employees will not be replaced in the case of death and Normal, Early or Disability Retirements.

6. All job security provisions contained in this Appendix will be voided in the case of any strike affecting the Company's operations, Acts of God and emergencies brought about by fire, flood or storm.

551-52
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APPENDIX

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DESCRIPTION

Jurisdiction
Wage Rates
Geographical Seniority Units
Job Security

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212



6751

July 31, 1970

SEPT 1970-CO.

Loblaw, Incorporated
c/o Mr. William K. Houseknecht, Labor Relations
Representative
678 Bailey Avenue
Buffalo, New York 14240

CONFIDENTIAL

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Loblaw, Incorporated, located in New York and the Amalgamated Meat Cutters and Butcher Workmen of North America local #1. The agreement we have on file expired in May 1970.

Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) and wage schedules--negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated. We would also appreciate your sending us copies of your Health Insurance and Pension agreements. In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

Geoffrey H. Moore
GEOFFREY H. MOORE
Commissioner

NOTE:

ENCLOSED CONTRACT NOT FOR PUBLICATION, PLEASE

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 2000
2. Number and location of establishments covered by agreement 67
3. Product, service, or type of business RETAIL FOOD SALES
4. If previous agreement has been extended without change, indicate new expiration date _____

WM. K. HOUSEKNECHT
(Your name)

LABOR RELATIONS REPRESENTATIVE
(Position)

678 BAILEY AVE.
(Business Address)

BUFFALO, N.Y. 14240
(City and State)